

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINA**  
(Alexandria Division)

LEN STOLER, INC. d/b/a LEN STOLER	)	
AUDI,	)	
	)	
Plaintiff,	)	
v.	)	Civil Action No.: 1:15CV1659-TSE/JFA
	)	
VOLKSWAGEN GROUP OF AMERICA,	)	
INC. d/b/a AUDI OF AMERICA, INC.,	)	
	)	
Defendant.	)	

**PLAINTIFF’S ANSWER TO DEFENDANT’S COUNTERCLAIM**

Len Stoler, Inc. d/b/a Len Stoler Audi (“Stoler” or “Plaintiff”), by and through the undersigned counsel, hereby answers the Counterclaim of Defendant Volkswagen Group of America, Inc. d/b/a Audi of America, Inc. (“Audi” or “Defendant”) as follows:

**NATURE OF THE ACTION**

- 1. Plaintiff admits that it is an injured party and otherwise denies the allegations contained in paragraph 1 of the Counterclaim.
- 2. Plaintiff denies the allegations contained in paragraph 2 of the Counterclaim.
- 3. Plaintiff denies the allegations contained in paragraph 3 of the Counterclaim.

**JURISDICTION AND VENUE**

- 4. Plaintiff admits that this Court has jurisdiction over this matter.
- 5. Plaintiff admits venue is proper in this district.

**FACTUAL ALLEGATIONS**

6. Plaintiff refers the Court to the Dealer Agreement itself for its full and complete terms and otherwise denies allegations contained in paragraph 6 of the Counterclaim.

7. Plaintiff denies knowledge or information sufficient to form a belief as to the nature, calculation and enforceability of the “market opportunity” described in paragraph 7 of the Counterclaim and otherwise denies the allegations contained in this paragraph.

8. Plaintiff denies knowledge or information sufficient to form a belief as to the nature, calculation and enforceability of the “market opportunity” described in paragraph 8 of the Counterclaim and otherwise denies the allegations contained in this paragraph.

9. Plaintiff denies knowledge or information sufficient to form a belief as to the allegations contained in the first two sentences of paragraph 9 of the Counterclaim. Plaintiff admits it entered into a Facility Agreement with Audi but denies it failed to perform.

10. Plaintiff admits the allegations contained in paragraph 10 of the Counterclaim.

11. Plaintiff refers the Court to the Facility Agreement for its full and complete terms and otherwise denies the allegations contained in paragraph 11 of the Counterclaim.

12. Plaintiff denies the allegations contained in paragraph 12 of the Counterclaim.

13. Plaintiff denies the allegations contained in paragraph 15 of the Counterclaim.

14. Plaintiff admits that it filed suit against Audi and sought damages based on Audi’s violation of Maryland law and otherwise denies the allegations contained in paragraph 14 of the Counterclaim.

15. Plaintiff admits the allegations contained in paragraph 15 of the Counterclaim.

**COUNT ONE**

**BREACH OF COVENANT NOT TO SUE**

16. Plaintiff reincorporates by reference its responses to paragraphs 1 through 15 all as if fully set forth verbatim herein.

17. Plaintiff denies the allegations contained in paragraph 17 of the Counterclaim.

18. Plaintiff refers the Court to the Facility Agreement for its full and complete terms and otherwise denies the allegations contained in paragraph 18 of the Counterclaim.

19. Plaintiff denies the allegations contained in paragraph 19 of the Counterclaim.

20. Plaintiff denies the allegations contained in paragraph 20 of the Counterclaim.

21. Plaintiff denies the allegations contained in paragraph 21 of the Counterclaim.

**AFFIRMATIVE DEFENSES**

Plaintiff asserts the following affirmative defenses based upon information presently available; it reserves the right to assert additional affirmative defenses or withdraw any of these affirmative defenses as further information becomes available through discovery or otherwise.

**FIRST AFFIRMATIVE DEFENSE**

Defendant's Counterclaim is barred, in whole or in part, by the doctrine of unclean hands.

**SECOND AFFIRMATIVE DEFENSE**

Defendant's Counterclaim is barred, in whole or in part, because the Counterclaim, the Facility Agreement and the Covenant Not to Sue are void as against public policy.

**THIRD AFFIRMATIVE DEFENSE**

Defendant's Counterclaim is barred, in whole or part, by Title Fifteen of the Maryland Transportation Code.

Dated: August 8, 2016

Respectfully Submitted,

**ARENT FOX LLP**

/s/ Barbara S. Wahl

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*Attorneys for Plaintiff Len Stoler, Inc. d/b/a  
Len Stoler Audi*

**CERTIFICATE OF SERVICE**

I hereby certify that on August 8, 2016, a true and correct copy of the foregoing Plaintiff's Answer to Defendant's Counterclaim were sent via ECF to the following:

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